

**DEVELOPMENT, HOSTING AND SUPPORT AGREEMENT
BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA
AND
CLAY COUNTY HEALTH DEPARTMENT
AND
SCHOOLMEDS.COM LLC**

**For the Development and Implementation of a Review Medication
Administration Course for Clay County School District Personnel**

I. Purpose.

The agreement is entered into between SchoolMeds.Com LLC, (SMC) a company owned by Barbara Smith, and the School Board of Clay County, Florida (SBCC), and the Clay County Health Department (CCHD), for the development and ongoing web-based delivery of a review course to be taken annually for SBCC school staff who have already successfully completed the ClayCountySchoolMeds 20 unit online course.

II. General.

1. SMC will develop a review course and completion quiz and certificate based on the existing ClayCountySchoolMeds twenty-unit course. This will be done in collaboration with the CCHD School Health Coordinator, SBCC district school nurses and designated administrations.

The review course will cover basic guidelines and procedures for administration of medication to students by SBCC school staff who are not licensed health professionals (such as nurses, pharmacists, physicians) but who help with medication administration under the supervision of a registered nurse. As with the full 20 unit course, school staff will go through a presentation and complete an online quiz on the material. They will be able to print out a certificate with their name and the date for the successful completion of the online course. School staff will take this certificate to the supervising nurse who will carry out a skills review and sign the certificate showing that the course is completed.

2. SMC will retain records of the online review completion in its database.

III. Development plan and course requirements.

SMC, CCHD, and SBCC will work together to develop this resource, as follows:

1. Timelines for project completion will be developed.
2. An advisory group, to include SBCC nurses and staff, will be identified to work with SMC on the course content and development.
3. Decisions will be jointly made about what content from the existing 20 unit course will be covered to meet the goal of having a course and quiz that can be completed in approximately one half to one hour by most school staff and covers essential information.
4. The review course will make use of existing illustrations and content from the available course.
5. SBCC will approve the final version of the course before it is provided live to district school staff. Only SBCC staff who have completed the full 20 unit course in the past will have access to the review course.
6. The review course will be made available through the existing ClayCountySchoolMeds.com website, and will be provided the same maintenance and support as the existing course.
7. Reports on registrations and completions of the review course will be made available on a quarterly basis along with reports of new users taking the full 20 unit course.
8. Copyright of the review course materials will be held by SchoolMeds.com. No use of the material for purposes other than the online course for SBCC staff will be permitted without written agreement from SMC.

IV. Payment.

1. Development of the review course and quiz will be provided by SMC for \$2500.00, based on the editing and reorganization of materials from the existing 20 unit course. This work will be considered completed when the course is approved by CCHD and SBCC and goes "live" on the ClayCountySchoolMeds website. Payment will be made to SMC by SBCC according to a schedule agreed on in the project timelines above.
2. SMC will be paid a total of \$1000 for ongoing hosting and user support for the review course for the period beginning on the date of completion through July 31 of 2012, after which time, hosting and user support for the review course will be included in ongoing agreements for the hosting and user support for both courses housed on the ClayCountySchoolMeds website. Any/all invoices will be sent to SBCC for payment.

3. SMC will be paid \$1200 per year for ongoing hosting and user support for the ClayCountySchoolMeds website, including the full and review courses, for up to 500 users for the period from August 1, 2012, to July 31, 2013. This hosting and support agreement may be renewed by mutual agreement. Additional users can be added at a per user fee to be agreed on by SMC and the SBCC. Any/all invoices will be sent to SBCC for payment.

4. Fees agreed upon herein do not cover additional artwork or new content for the review course, or extensive changes to the software or database system. The new course will be made available using the same website and course functioning as the existing full course.

5. Any party may terminate this agreement at any time with or without cause by providing the other party sixty (60) days written notification. If the agreement is terminated prior to August 2012 by any party, then the pro-rata share of this pre-paid cost for hosting, maintenance and support shall be refunded by SMC to the SBCC within 45 days of the termination date.

6. Insurance – Each party shall be responsible for the negligent acts of their respective agents, servants and employees. It is understood that CCHD is self-insured through the State of Florida Risk Management Trust Fund, established pursuant to Section 284.30, Florida Statutes, and that its agents, servants and employees are protected against tort claims as described in section 768.28, Florida Statutes. SBCC is a political subdivision of the State of Florida and it, its agents, servants and employees are self insured pursuant to 768.28 Florida Statutes and are entitled to sovereign immunity as set forth therein. Nothing herein is intended to serve as a waiver of sovereign immunity, nor shall anything herein be construed as consent by a state agency or political subdivision of the State of Florida to suit by third parties. Neither CCHD nor SBCC agree to indemnify any other party to this agreement or any third parties.

7. Confidentiality – SMC shall maintain confidentiality of all protected health information, including client records, related to the services provided pursuant to this Agreement, in compliance with all applicable state and federal laws, rules and regulations. The parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and any current and future regulations promulgated there-under, including 45 C.F.R. Parts 160, 162 and 164.

8. Independent Contractor – SMC is an independent contractor. No relationship of employer/employee, principal/agent, or other association shall be created by this agreement between the parties or their directors,

officers, agents or employees. The parties agree that they will never act or represent that they are acting as an agent of the other, or incur any obligations on the part of the other party.

9. SMC agrees to be bound by all of the terms and conditions set forth in the SBCC purchase order.

SIGNED BY THE FOLLOWING AUTHORIZED REPRESENTATIVES:

Clay County Health Department

The School Board of Clay County,
Florida

By: _____

By: _____

Nancy Mills, M.P.A., Administrator

Frank Farrell, Chairman

Date: _____

Date: _____

SchoolMeds.Com LLC

By: _____

Barbara Smith, Owner

Date: _____